

1 BILL NO. S-86-02-34

2 SPECIAL ORDINANCE NO. S- 38-86

3 AN ORDINANCE approving City Utilities  
4 Purchase Order #A-52705, by the City  
5 of Fort Wayne, Indiana, by and through  
6 its Department of Purchasing, with the  
Underground Pipe and Valve Company, for  
the Water Maintenance and Service De-  
partment.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That City Utilities Purchase Order #A-52705,  
10 between the City of Fort Wayne, by and through its City Utilities,  
11 and the Department of Purchasing with the Underground Pipe and  
12 Valve Company, respectfully for:

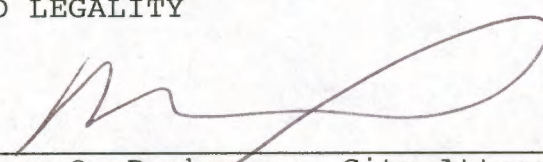
13 the purchase of repair clamps of various  
14 sizes for the Water Maintenance and  
15 Service Department, per the specifica-  
tions in Reference #773;

16 involving a total cost of Eleven Thousand Five Hundred Sixty and  
17 90/100 Dollars (\$11,560.90), all as more particularly set forth  
18 in said Purchase Order and Reference #773, which are on file in  
19 the Office of the Department of Purchasing, and are by reference  
20 incorporated herein, made a part hereof, and are hereby in all  
21 things ratified, confirmed and approved.

22 SECTION 2. That this Ordinance shall be in full force  
23 and effect from and after its passage and any and all necessary  
24 approval by the Mayor.

25  
26 \_\_\_\_\_  
27 Councilmember

28 APPROVED AS TO FORM  
29 AND LEGALITY

30   
31 \_\_\_\_\_  
32 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Politics (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 2-25-86 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
<u>BRADBURY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 3-11-86 Nadja Esteroff  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 38-86 on the 11th day of March, 1986.

ATTEST: (SEAL)  
Nadja Esteroff Samuel J. Talarico  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of March, 1986, at the hour of 11:30 o'clock A.M., E.S.T.

Nadja Esteroff  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of March, 1986, at the hour of 3<sup>00</sup> o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

TAB SHEET BID REFERENCE #773

REPAIR CLAMPS

WATER MAINTENANCE & SERVICE

OPENS: FEBRUARY 4, 1986 AT 11:30 A.M.

COMPANY NAME	4" X 8"	6" X 8"	6" X 12"	8" X 8"	8" X 12"	6" X 8" W-3/4" TAP	8" X 8" W-3/4" TAP	12" X 9" W-3/4" TAP
TRI-STATE								
ROCKWELL BRAND	\$20.61	\$24.02	\$36.48	\$27.70	\$42.34	\$30.34	\$33.93	\$73.17
TREATY								
MUELLER BRAND	\$56.65	\$65.73	\$77.62	\$76.24	\$94.74	\$80.08	\$90.58	\$119.88
UNDERGROUND								
POWERSEAL BRAND	\$19.18	\$22.18	\$34.60	\$24.43	\$37.19	\$29.18	\$32.49	\$53.09
WATER PRODUCTS								
CASCADE BRAND	\$21.00	\$25.50	\$42.00	\$29.00	\$47.50	\$36.00	\$39.50	\$55.50
ETNA								
ROCKWELL BRAND	\$21.34	\$23.69	\$36.19	\$27.39	\$41.87	\$29.96	\$33.64	\$72.69
MID WEST METER	NO BID							
FORD METER BOX								
FORD BRAND	\$20.62	\$24.57	\$38.82	\$28.61	\$45.39	\$33.77	\$37.81	\$64.58
NAPPCO, INC	DISQUALIFIED - PAPER WORK NOT IN ORDER							
DALUM'S UTILITY	NO BID							
FLEX ROD	NO BID							



2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE  
415 E. WALLACE STREET  
FORT WAYNE, INDIANA 46803

Bid Bond Required NO      YES   X   AMOUNT   5%  

Performance Bond Required NO   X   YES      AMOUNT     

Affirmative Action ON FILE      ATTACHED     

Prompt payment discounts will be allowed as follows:   -0-   %  
if paid within      days. TERMS: NET 30 DAYS.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

THE FORD METER BOX COMPANY, INC.  
Name of Company  
by Roxanna Stoner Agent  
(signature)  
Address P.O. Box 443  
City Wabash, Indiana 46992

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: Manufacturer ! Bidding direct ! No contractor involved!
2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

☒ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.



**1986 REQUIREMENTS FOR REPAIR CLAMPS**

**FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)**

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
4" X 8"	25 +/-	*FORD FS1-514x7½	\$ 20.62
6" X 8"	100 +/-	*FORD FS1-724x7½	\$ 24.57
6" X 12"	100 +/-	*FORD FS1-724x12½	\$ 38.82
8" X 8"	25 +/-	*FORD FS1-939-7½	\$ 28.61
8" X 12"	15 +/-	*FORD FS1-939-12½	\$ 45.39

\* Above with electric conductivity strap.

**SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE**

6" X 8" WITH 3/4" TAP	90 +/-	*FORD FS1-724-7½-cc3	\$ 33.77
8" X 8" WITH 3/4" TAP	25 +/-	*FORD FS1-939-7½-cc3	\$ 37.81
12" X 9" WITH 3/4" TAP	15 +/-	*FORD FS1-1350-10-cc3	\$ 64.58

\* Above with electric conductivity strap.

**ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS**

**TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987**

SHIPMENT

**F.O.B.** FORT WAYNE, INDIANA ~~DELIVERY~~ **TIME AFTER RECEIPT OF ORDER** Approx. 3-5 wks.

**OPTION RENEWAL**

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of THE FORD METER BOX  
COMPANY, INC., does hereby make the following representations  
to the City of Fort Wayne, Indiana,

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of THE FORD METER  
BOX COMPANY, INC., that THE FORD METER BOX COMPANY, INC.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 30th day of January, 1986.

THE FORD METER BOX COMPANY, INC.  
(Name of Bidder/Vendor)

Rofanna Stoner QUOT. DEPT. MGR.  
(Name and Title of Person Signing)



## Warranty

All merchandise is warranted to be free from defects in material and factory workmanship. We will provide, free of charge, new products in equal quantities for any that prove defective within one year from date of shipment from our factory. Manufacturer shall not be liable for any loss, damage, or injury, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use and user assumes all risk and liability whatever in connection therewith. No claims for labor or consequential damage will be allowed. The foregoing may not be changed except by agreement signed by an officer of the manufacturer.

The Ford Meter Box Company, Inc.



2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE

415 E. WALLACE STREET

FORT WAYNE, INDIANA 46803

Bid Bond Required NO        YES   X   AMOUNT   5%  

Performance Bond Required NO   X   YES        AMOUNT       

Affirmative Action ON FILE   X   ATTACHED       

Prompt payment discounts will be allowed as follows:   Net   %  
if paid within   30   days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

ETNA SUPPLY COMPANY  
Name of Company

by LARRY POTGETER *Potgeter* Agent  
(signature)

Address 529 - 32nd STREET SOUTHEAST

City WYOMING, MI 49508-2392

1986 REQUIREMENTS FOR REPAIR CLAMPS

**FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)**

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
4" X 8"	25 +/-	Rockwell 261-048007-700	\$ 21.34
6" X 8"	100 +/-	Rockwell 261-069007-700	\$ 23.69
6" X 12"	100 +/-	Rockwell 261-069012-700	\$ 36.19
8" X 8"	25 +/-	Rockwell 261-090507-700	\$ 27.39
8" X 12"	15 +/-	Rockwell 261-090512-700	\$ 41.87

**SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE**

6" X 8" WITH 3/4" TAP	90 +/-	Rockwell 264-069007-707	\$ 29.96
8" X 8" WITH 3/4" TAP	25 +/-	Rockwell 264-090507-707	\$ 33.64
12" X 9" WITH 3/4" TAP	15 +/-	Rockwell 265-132010-707	\$ 72.69

**ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS**

**TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987**

**F.O.B. See below DELIVERY TIME AFTER RECEIPT OF ORDER 6 to 8 weeks**

F.O.B. Fort Wayne on \$600.00 net value if less freight will be added to invoice.

**OPTION RENEWAL**

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of ETNA SUPPLY COMPANY  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

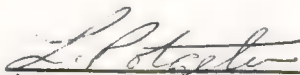
WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of \_\_\_\_\_  
\_\_\_\_\_, that \_\_\_\_\_  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder/Vendor)

  
\_\_\_\_\_  
(Name and Title of Person Signing)

2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE

415 E. WALLACE STREET

FORT WAYNE, INDIANA 46803

Bid Bond Required NO      YES   X   AMOUNT   5%  

Performance Bond Required NO   X   YES      AMOUNT     

Affirmative Action ON FILE   X   ATTACHED     

Prompt payment discounts will be allowed as follows:      %  
if paid within      days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

Water Products Company

Name of Company

by David L. Stearns Agent  
(signature)

Address 112 West Water Street

City Wabash, Indiana 46992



1986 REQUIREMENTS FOR REPAIR CLAMPS

FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
4" X 8"	25 +/-	Cascade CR1-0480-08	\$ 21.00
6" X 8"	100 +/-	Cascade CR1-0690-08	\$ 25.50
6" X 12"	100 +/-	Cascade CR1-0690-12	\$ 42.00
8" X 8"	25 +/-	Cascade CR1-0905-08	\$ 29.00
8" X 12"	15 +/-	Cascade CR1-0905-12	\$ 47.50

SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

6" X 8" WITH 3/4" TAP	90 +/-	Cascade CRT1-0690-08 X3/4	\$ 36.00
8" X 8" WITH 3/4" TAP	25 +/-	Cascade CRT1-0905-08 X3/4	\$ 39.50
12" X 9" WITH 3/4" TAP	15 +/-	Cascade CRT1-1320-09 X3/4	\$ 55.50

ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS

TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987

F.O.B. Fort Wayne DELIVERY TIME AFTER RECEIPT OF ORDER 2-3 weeks

OPTION RENEWAL

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Water Products Company  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Water  
Products Company, that Water Products Company  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 31st day of January, 19 86.

Water Products Company  
(Name of Bidder/Vendor)

David L. Stencel, President  
(Name and Title of Person Signing)



2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE

415 E. WALLACE STREET

FORT WAYNE, INDIANA 46803

Bid Bond Required	NO <u>      </u>	YES <u>  X  </u>	AMOUNT <u>  5%  </u>
Performance Bond Required	NO <u>  X  </u>	YES <u>      </u>	AMOUNT <u>      </u>
Affirmative Action	ON FILE <u>      </u>	ATTACHED <u>      </u>	

Prompt payment discounts will be allowed as follows: None %  
if paid within        days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

Underground Pipe & Valve, Inc.

Name of Company

by James P. Butler Agent  
(signature)

Address P.O. Box 508

City South Bend, IN 46624

## BID, OFFER OR PROPOSAL

on

### MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

.....  
Fort Wayne ..... Indiana ..... February 3, ..... 19 86  
To Department of Purchasing ..... City of Fort Wayne, Indiana .....  
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

..... Department of Purchasing ..... City of Fort Wayne, Indiana .....  
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
Service Repair clamps w/SS Bolts & Nuts and Bonding Device					
1	25 +/-		4" x 8" Power Seal 3121 AS	19.18	479.50
2	100 +/-		6" x 8" Power Seal 3121 AS	22.18	2,218.00
3	100 +/-		6" x 12" Power Seal 3121 AS	34.60	3,460.00
4	25 +/-		8" x 8" Power Seal 3121 AS	24.43	610.75
5	15 +/-		8" x 12" Power Seal 3121 AS	37.19	557.85
Servi-Seal Repair Clamps w/SS Bolts & Nuts and Bonding Device					
1	90 +/-		6" x 8" with 3/4" Tap Power Seal 3131 AS	29.18	2,626.20
2	25 +/-		8" x 8" with 3/4" Tap Power Seal 3131 AS	32.49	812.25
3	15 +/-		12" x 9" with 3/4" Tap Power Seal 3131 AS	53.09	796.35





# Underground Pipe & Valve, Inc.

MAILING ADDRESS:  
P.O. BOX 508  
SOUTH BEND, IN 46624

YARD ADDRESS:  
1100 PRAIRIE AVENUE  
SOUTH BEND, INDIANA

PHONE (219) 282-2323

February 3, 1986

To Whom It May Concern,

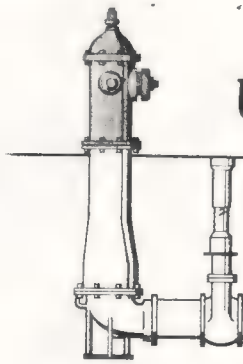
This is to advise you that the Special Products Division of Clow Corporation has been sold to a group of former employees and a new company named Power Seal was formed.

There have been no change in products, therefore the Clow Vega Clamp furnished to you during 1985 is exactly the same clamp we are bidding for 1986 except for the Co. name stamped on the product.

Yours very truly,

A handwritten signature in cursive script that reads "Phil Martino". The signature is fluid and stylized, with the first and last names being the most prominent.

Phil Martino  
Sales Manager



# Underground Pipe & Valve, Inc.

MAILING ADDRESS:  
P.O. BOX 508  
SOUTH BEND, IN 46624

YARD ADDRESS:  
1100 PRAIRIE AVENUE  
SOUTH BEND, INDIANA

PHONE (219) 282-2323

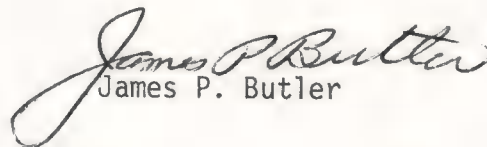
February 3, 1986

MBE - WBE

We at Underground Pipe & Valve, Inc. are committed to goals for affirmative action, and currently on file with the City of Fort Wayne for same. We could not find any MBE - WBE in the immediate area who are in the waterworks wholesale supply or manufacturing business.

We have called the office which handles MBE - WBE to ask if they had anyone on file. We were informed that they did not and advised us to state in a letter that there are not any MBE - WBE waterworks wholesalers or manufacturers in our immediate area. This letter is in compliance of that requested.

Yours very truly,

  
James P. Butler



(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_  
See Attached Letter

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
Contractor

Underground Pipe & Valve, Inc.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

By James P. Butler

Its \_\_\_\_\_

Its President

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$\_\_\_\_\_. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

14 Days after receipt of order

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// 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$\_\_\_\_\_ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the



1986 REQUIREMENTS FOR REPAIR CLAMPS

**FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)**

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
4" X 8"	25 +/-	Power Seal 3121 AS	\$ 19.18
6" X 8"	100 +/-	Power Seal 3121 AS	\$ 22.18
6" X 12"	100 +/-	Power Seal 3121 AS	\$ 34.60
8" X 8"	25 +/-	Power Seal 3121 AS	\$ 24.43
8" X 12"	15 +/-	Power Seal 3121 AS	\$ 37.19

**SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE**

6" X 8" WITH 3/4" TAP	90 +/-	Power Seal 3131 AS	\$ 29.18
8" X 8" WITH 3/4" TAP	25 +/-	Power Seal 3131 AS	\$ 32.49
12" X 9" WITH 3/4" TAP	15 +/-	Power Seal 3131 AS	\$ 53.09

**ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS**

**TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987**

**F.O.B.** Fort Wayne **DELIVERY TIME AFTER RECEIPT OF ORDER** 14 Days

**OPTION RENEWAL**

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Underground Pipe & Valve, Inc.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Underground Pipe & Valve, Inc.  
\_\_\_\_\_, that Underground Pipe & Valve, Inc.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 3rd day of February, 19 86.

Underground Pipe & Valve, Inc.  
(Name of Bidder/Vendor)

  
(Name and Title of Person Signing)



## BID, OFFER OR PROPOSAL

on

### MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

..... Greenville ..... ~~Indiana~~ <sup>Ohio</sup> ~~XXXX~~ ....., 1986  
To Carol J. Offerle, Director of Purchases, Ft. Wayne, Indiana  
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of .....

..... Larry Diebert ..... Water Superintendent ..... Ft. WAYne, Indiana .....  
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	25		Mueller 2-520-9-474 Repair Clamp	56.65	1,416.25
	100		Mueller 2-520-9-684 Repair Clamp	65.73	6,573.00
	100		Mueller 2-250-12-684 Repair Clamp	77.62	7,762.00
	25		Mueller 2-520-9-899 Repair Clamp	76.24	1,906.00
	15		Mueller 2-520-12-899 Repair Clamp	94.74	1,421.10
	90		Mueller 2-522-9-684 Repair Clamp	80.08	7,207.20
	25		Mueller 2-522-9-899 Repair Clamp	90.58	2,264.50
	15		Mueller 2-522-9-1314 Repair Clamp	119.88	1,798.20
IF MORE SPACE IS NEEDED—ATTACH SEPARATE SHEET					

2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE

415 E. WALLACE STREET

FORT WAYNE, INDIANA 46803

Bid Bond Required NO      YES   X   AMOUNT   5%  

Performance Bond Required NO   X   YES      AMOUNT     

Affirmative Action ON FILE      ATTACHED     

Prompt payment discounts will be allowed as follows:      %  
if paid within      days. 2% 10th Prox., Net 30 Days

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

The Treaty Company  
Name of Company

by *[Signature]* V.P. Agent  
(signature)

Address Box 40

City Greenville OH 45331

## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ \_\_\_\_\_.  
(If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:  
30 to 60 Days A.R.O.

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// 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ \_\_\_\_\_ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the



**1986 REQUIREMENTS FOR REPAIR CLAMPS**

**FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)**

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
		Mueller 53.81	
4" X 8" 9"	25 +/-	2-520-9-474	\$ 56.65
		Mueller 62.44	
6" X 8" 9"	100 +/-	2-520-9-684	\$ 65.73
		Mueller 76.73	
6" X 12"	100 +/-	2-520-12-684	\$ 77.62
		Mueller 72.42	
8" X 8" 9"	25 +/-	2-520-9-899	\$ 76.24
		Mueller 90.00	
8" X 12"	15 +/-	2-520-12-899	\$ 94.74

**SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE**

		Mueller 76.06	
6" X 9" WITH 3/4" TAP	90 +/-	2-522-9-684	\$ 80.08
		Mueller 86.05	
8" X 9" WITH 3/4" TAP	25 +/-	2-522-9-899	\$ 90.58
		Mueller 113.88	
12" X 9" WITH 3/4" TAP	15 +/-	2-522-9-1314	\$ 119.88

**ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS**

**TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987**

**F.O.B. Ft. Wayne Indiana DELIVERY TIME AFTER RECEIPT OF ORDER 30 to 60 Days**

**OPTION RENEWAL**

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of The Treaty Company  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of The Treaty Company  
\_\_\_\_\_, that The Treaty Company  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 31 day of January, 1986.

The Treaty Company  
(Name of Bidder/Vendor)

William VP  
(Name and Title of Person Signing)

2.  
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING  
ONE MAIN STREET - ROOM 940  
FORT WAYNE, INDIANA 46802

BID REFERENCE # 773

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 4, 1986 AT 11:30 A.M.

Department receiving bid items WATER MAINTENANCE AND SERVICE

415 E. WALLACE STREET

FORT WAYNE, INDIANA 46803

Bid Bond Required NO        YES   X   AMOUNT   5%  

Performance Bond Required NO   X   YES        AMOUNT       

Affirmative Action ON FILE   X   ATTACHED       

Prompt payment discounts will be allowed as follows:   NET   %  
if paid within   30   days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

TRI STATE BUSINESS Supply Co. Inc.  
Name of Company

by [Signature] Agent  
(signature)

Address 1120 Taylor St

City Fort Wayne Indiana 46804



## BID, OFFER OR PROPOSAL

on

### MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Fort Wayne Indiana February 4, 1986

To City of Fort Wayne  
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of....The..Department..of.....

Purchases, City of Fort Wayne, Fort Wayne, Indiana

state name

official position

and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description			Unit Price	Amount
	25+/-	ea	Rockwell	261-048007-700	4 x 8	20.61	
	100+/-	ea	"	261-069007-700	6 x 8	24.02	
	100+/-	ea	"	261-069012-700	6 x 12	36.48	
	25+/-	ea	"	261-090507-700	8 x 8	27.70	
	15+/-	ea	"	261-090512-700	8 x 12	42.34	
	90+/-	ea	"	264-069007-707	6 x 8	30.34	
	25+/-	ea	"	264-090507-707	8 x 8	33.93	
	15+/-	ea	"	265-132010-707	12 x 9	73.17	

IF MORE SPACE IS NEEDED—ATTACH SEPARATE SHEET

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- (a)        The undersigned firm certifies that it is an (MBE/WBE) Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_%.

- (b)        The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm        (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm shall have \_\_\_\_% participation (employees) \_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_%. (cross out inapplicable provision)

- (c) The undersigned commits \_\_\_\_% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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1.

2.

3.

- (d) The undersigned commits \_\_\_\_% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

1.

2.

3.

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: Our supplier is not an MBE or WBE
2. We have taken the following steps in an attempt to comply with these participation goals: TRYING TO FIND MBE or WBE suppliers

Tri-State Plumbing & Supply Co., Inc.  
Contractor

\_\_\_\_\_  
Contractor

By

Its

President

By

Its

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.



## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ See Bid Unit Prices (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

In Approx 4-5 weeks ARO - F.O.B. your Dock

/ / 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ \_\_\_\_\_ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

1986 REQUIREMENTS FOR REPAIR CLAMPS

FULL SERVICE REPAIR CLAMPS WITH STAINLESS STEEL BOLTS AND NUTS AND BONDING DEVICE  
\*(PREFER BRANDS - MUELLER, CLOW, CASCADE AND FORD)

*\* ALL BRANDS ROCKWELL*

<u>SIZE</u>	<u>EST. QUANTITY</u>	<u>MAKE AND MODEL NUMBER</u>	<u>UNIT PRICE</u>
4" X 8"	25 +/-	<u>261-048007-700.</u>	\$ <u>20.<sup>61</sup></u>
6" X 8"	100 +/-	<u>261-069007-700</u>	\$ <u>24.<sup>02</sup></u>
6" X 12"	100 +/-	<u>261-069012-700</u>	\$ <u>36.<sup>48</sup></u>
8" X 8"	25 +/-	<u>261-090507-700</u>	\$ <u>27.<sup>70</sup></u>
8" X 12"	15 +/-	<u>261-090512-700</u>	\$ <u>42.<sup>34</sup></u>

SERVI-SEAL REPAIR CLAMPS WITH STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

6" X 8" WITH 3/4" TAP	90 +/-	<u>264-069007-707</u>	\$ <u>30.<sup>34</sup></u>
8" X 8" WITH 3/4" TAP	25 +/-	<u>264-090507-707</u>	\$ <u>33.<sup>93</sup></u>
12" X 9" WITH 3/4" TAP	15 +/-	<u>265-132010-707</u>	\$ <u>73.<sup>17</sup></u>

ALL CLAMPS MUST MEET WATER UTILITY MATERIAL SPECS

TERM OF AGREEMENT: MARCH 1, 1986 THRU FEBRUARY 28, 1987

F.O.B. Your Dock on Single DELIVERY TIME AFTER RECEIPT OF ORDER 4-5 WK ARO  
Orders \$1000<sup>00</sup> NET.

OPTION RENEWAL

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

\* ROCKWELL CLAMPS WITH NEW CORRECTED BONDING DEVICE ONLY,  
WILL BE ACCEPTED



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Tri-STATE Plumbing Supply  
Co. Inc., does hereby make the following representations  
to the City of Fort Wayne, Indiana.


WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of TRI STATE  
PLUMBING SUPPLY, INC., that IT  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 30th day of January, 1986.

TRI STATE PLUMBING SUPPLY CO. INC.  
(Name of Bidder/Vendor)

  
(Name and Title of Person Signing)  
SIDNEY R. SHERRY, PRES.



7240  
DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

S-86-02-34

SYNOPSIS OF ORDINANCE:

AN ORDINANCE APPROVING CITY UTILITIES PURCHASE ORDER #A-52705 WITH RESPECT TO THE PURCHASE OF REPAIR CLAMPS OF VARIOUS SIZES FOR THE WATER MAINTENANCE AND SERVICE DEPARTMENT PER THE SPECIFICATIONS IN REFERENCE #773.

EFFECT OF PASSAGE:

REPAIR CLAMPS ARE REQUIRED TO REPAIR BROKEN WATER MAINS.

EFFECT OF NON-PASSAGE:

DEPARTMENT COULD NOT REPAIR WATER MAIN BREAKS.

MONEY INVOLVED (Direct costs, Expenditures, Savings):

UNDERGROUND PIPE AND VALVE	#A-52705	\$11,560.90
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ASSIGNED TO COMMITTEE (President):

BILL NO. S-86-02-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving City Utilities

Purchase Order #A-52705, by the City of Fort Wayne, Indiana, by

and through its Department of Purchasing, with the Underground

Pipe and Valve Company, for the Water Maintenance and Service

Department

~~HAVE~~ HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Paul M. Burns  
PAUL M. BURNS  
CHAIRMAN

Thomas C. Henry  
THOMAS C. HENRY  
VICE CHAIRMAN

Ben A. Eisbart  
BEN A. EISBART

James S. Stier  
JAMES S. STIER

Mark E. Giaquinta  
MARK E. GIAQUINTA

CONCURRED IN

3-11-86

SANDRA E. KENNEDY  
CITY CLERK